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Of Attorneys for Debtor-in-Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

In re

Blue Moon Property Group, LLC,
Debtor-in-Possession.

Case No. 22-31873-thp11

DECLARATION OF RONNIE SAPP IN
SUPPORT OF OBJECTION TO CLAIM
NO. 2 OF LAKE OSWEGO
CORPORATION

I, Ronnie Sapp, declare as follows:

1. Brilliant Homes LLC holds a 100% membership interest in Blue Moon Property Group, LLC ("Blue Moon"). Blue Moon is a wholly-owned subsidiary of Brilliant Homes LLC. Blue Moon is the Debtor in the above referenced Oregon bankruptcy case.
2. I am the principal owner of Brilliant Homes LLC with a 95% membership interest and Michelle Baron has a 5% membership interest in Brilliant Homes LLC.
3. On November 9, 2022, Blue Moon acquired legal title by Warranty Deed from Brilliant Homes LLC the real property located at 3220 Southshore Blvd., Lake Oswego 97034 (the "Property").
4. The Property has a recent chain of title as follows: Ashley Elliott deeded the Property to Big Blue Capital Partners, LLC on February 9, 2012, who deeded the Property

to RenX Group, LLC on February 26, 2014, who deeded the Property to Brilliant Homes LLC on October 21, 2021, who deeded the Property to Blue Moon Property Group, LLC on November 9, 2022.

5. I had no knowledge of any transactions or agreements made between Big Blue Capital Partners, LLC (“Big Blue”) and Lake Oswego Corporation (“LOC”) regarding the Property.

6. All deeds are in the public record and none of these deeds reference any interest of LOC in the Property. None of these deeds reference any agreement between Big Blue and LOC regarding unpaid assessments for the Property.

7. In connection with the pending claim objection to the LOC claim, LOC provided Blue Moon and the Court with a Forbearance Agreement (the “Agreement”) dated September 5, 2012, between Big Blue and LOC is signed by Tracey Baron, manager of Big Blue. The Agreement states that Big Blue agrees to pay all assessments dating back to when Ashley Elliott owned the Property, requires payment on all assessments by December 15, 2013, and shall be binding upon “successors and assigns.”

8. None of my companies, either Brilliant Homes LLC or Blue Moon, was a party to the Agreement and neither of my companies had any knowledge of its existence or the terms agreed upon by Big Blue until the issue was raised in this bankruptcy case.

9. None of my companies, either Brilliant Homes LLC or Blue Moon, have any relationship to Big Blue or RenX Group, LLC. They are completely unrelated entities.

10. Tracey Baron is the ex-husband of Michelle Baron. The Property is one of several properties that Michelle Baron was awarded as part of her divorce from Tracey Baron in Case No. 21DR19354, Clackamas County Circuit Court, State of Oregon. The

Judgment of Dissolution was entered on December 10, 2021. See Declaration of Michelle Baron in Support of Objection to Claim No. 2 of Lake Oswego Corporation filed separately and concurrently.

11. I have no association with Tracey Baron or his companies. I met him on one occasion which involved a matter of Tracey Baron breaking into Michelle Baron's house and the police being called.

12. My first contact with the Property was after RenX Group, LLC was managed by Michelle Baron.

13. RenX Group, LLC, then under the management of Michelle Baron, sold the property to Brilliant Homes LLC, with me being the principal owner of Brilliant Homes LLC, with the hope that I could I turn the Property around and make it profitable. With hard work, I created some equity in the Property and invested hundreds of thousands of dollars to remodel and repair it. There had been drug activity in the house with the tenants occupying the Property and I had to pay legal costs to evict the tenants. I wasn't sure whether I could make it profitable and I took a risk.

14. Michelle Baron was awarded the Property through a divorce judgment, which completely removed any interest claimed by Tracey Baron. At no point did Michelle Baron relay to me or cause Brilliant Homes, LLC or Blue Moon Property Group, LLC to be assigned any interest in RenX Group, LLP or Big Blue or be otherwise made aware of the Agreement signed by Big Blue on February 9, 2012.

15. Finally, I believe that any agreement or contract between Big Blue and LOC should be subject to the Oregon six-year statute of limitations for collection, as the LOC

claim on its face shows that the assessments were not brought current by December 15, 2013.

I hereby declare that the above statements are true to the best of my knowledge and belief; and I declare that I understand they are made for use as evidence in court and are subject to penalty of perjury.

Dated: July 7, 2023

/s/ Ronnie Sapp
Ronnie Sapp, Declarant

CERTIFICATE - TRUE COPY

DATE: July 7, 2023

DOCUMENT: DECLARATION OF RONNIE SAPP IN SUPPORT OF OBJECTION
TO CLAIM NO. 2 OF LAKE OSWEGO CORPORATION

I hereby certify that I prepared the foregoing copy of the foregoing named document and have carefully compared the same with the original thereof and it is a correct copy therefrom and of the whole thereof.

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the foregoing on:

Blue Moon Property Group, LLC
Attn: Ronald Sapp
17600 Pacific Hwy Unit 338
Marylhurst, OR 97036

by mailing a copy of the above-named document to each of the above in a sealed envelope addressed to the last known address. Each envelope was deposited into the postal system at Portland, Oregon, on the below date, postage prepaid.

I hereby certify that the foregoing was served on all CM/ECF participants through the Court's Case Management/Electronic Case File system on the date set forth below.

Dated: July 7, 2023

VANDEN BOS & CHAPMAN, LLP

By: /s/Douglas R. Ricks
Douglas R. Ricks, OSB #044026
Christopher N. Coyle, OSB #073501
Of Attorneys for Debtor-in-Possession